



Bruce A. Ney
AVP – Senior Legal Counsel

20180327115040
Filed Date: 03/27/2018
State Corporation Commission
AT&T Kansas of Kansas
816 Congress Avenue
Suite 1100
Austin, Texas 78701

T: 512.457.2311
F: 512.870.3420
bruce.ney@att.com

March 27, 2018

Ms. Lynn M. Retz
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 06-SWBT-419-IAT – In the Matter of the Application of Southwestern Bell Telephone, L.P. for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Talk America, Inc.

Dear Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of an amendment to the Interconnection Agreement previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Talk America, LLC formerly Talk America, Inc. ("CLEC") on October 24, 2005 in the above-captioned docket (hereinafter "the Agreement"). Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This Amendment implements the FCC's ICC Order and changes name from Talk America, Inc. to Talk America, LLC in the current Agreement.

The Agreement, with this proposed amendment and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. CLEC is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this amendment to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this amendment to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

| CLEC Officer Name: | Additional Contact Name for Notice: |
|--------------------------------------|-------------------------------------|
| Scott Terry | |
| Sr. Negotiator & Account Manager | |
| 4001 Rodney Parham Road, B1F02-12 | |
| Little Rock, AR 72212 | |
| Phone: 501-748-5397 | |
| Fax: 501-748-6583 | |
| E-mail: scott.a.terry@windstream.com | |

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", with a long horizontal flourish extending to the right.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Scott Terry

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

| | | |
|---------------------------------------|---|----------------------------|
| In the Matter of the Application of |) | |
| Southwestern Bell Telephone, L.P. for |) | |
| Approval of Interconnection Agreement |) | Docket No. 06-SWBT-419-IAT |
| Under the Telecommunications Act of |) | |
| 1996 With Talk America, Inc. |) | |

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Talk America, LLC formerly Talk America, Inc. (hereinafter "the Agreement") and respectfully shows the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

1. AT&T Kansas presents to this Commission an amendment to the Agreement previously negotiated, executed and filed with the Commission on October 17, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on October 24, 2005. This amendment implements the FCC's ICC Order and changes name from Talk America, Inc. to Talk America, LLC in the current Agreement. A copy of the executed amendment which reflects the parties' agreement to incorporate this amendment to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

2. AT&T Kansas seeks the Commission's approval of this amendment to the Agreement, consistent with the provisions of the Federal Act. The implementation of this amendment to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

3. AT&T Kansas respectfully requests that the Commission grant expeditious approval of this amendment to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this amendment, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

4. The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

- (1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

5. The affidavit of Richard T. Howell, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

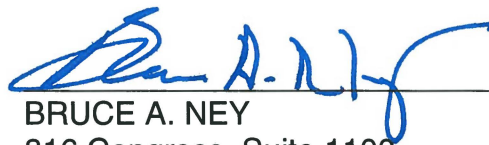
IV. KANSAS LAW

6. The negotiated and executed amendment to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this amendment to the Agreement previously approved.

Respectfully submitted,



BRUCE A. NEY (#15554)
816 Congress, Suite 1100
Austin, Texas 78701
(512) 457-2311
(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

TALK AMERICA, LLC

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

LDMI TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; MCLEODUSA



TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; NETWORK TELEPHONE, LLC; TALK AMERICA, LLC; THE OTHER PHONE COMPANY, LLC; TALK AMERICA, LLC D/B/A WINDSTREAM TALK AMERICA; LLC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA, LLC D/B/A CAVALIER TELEPHONE, D/B/A CAVALIER BUSINESS COMMUNICATIONS, D/B/A PAETEC BUSINESS SERVICES; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC; US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH CAROLINA, LLC; US LEC OF SOUTH CAROLINA LLC; US LEC OF TENNESSEE, LLC; WINDSTREAM COMMUNICATIONS TELECOM, LLC; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NTI, LLC; WINDSTREAM NUVOX ARKANSAS, LLC; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTREAM NUVOX KANSAS, LLC; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM NUVOX, LLC

Signature: eSigned - Tim LokenName: eSigned - Tim Loken

(Print or Type)

Title: Director - Regulatory Reporting

(Print or Type)

Date: 08 Feb 2018

LDMI Telecommunications, LLC; McLeodUSA Telecommunications Services, LLC; McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services; Network Telephone, LLC; Talk America, LLC; The Other Phone Company, LLC; Talk America, LLC d/b/a Windstream Talk America, LLC; PAETEC Communications, LLC; PaeTec Communications, LLC; Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Paetec Business Services; Talk America, LLC and LDMI Telecommunications, LLC; US LEC Communications, LLC; US LEC of Alabama, LLC; US LEC of Florida, LLC; US LEC of Georgia, LLC (Delaware); US LEC of North Carolina, LLC; US LEC of South Carolina LLC; US LEC of Tennessee, LLC; Windstream Communications Telecom, LLC; Windstream Communications, LLC; Windstream KDL, LLC; Windstream Norlight, LLC; Windstream NTI, LLC; Windstream NuVox Arkansas, LLC; Windstream NuVox Illinois, LLC; Windstream NuVox Indiana, LLC; Windstream NuVox Kansas, LLC; Windstream NuVox Missouri, LLC; Windstream NuVox, LLC

Signature: eSigned - William BockelmanName: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 08 Feb 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

| State | Resale OCN | ULEC OCN | CLEC OCN |
|------------|--|---|---|
| ALABAMA | 400B,4907,7452,7598,7848,8659,8672,8772,8863 | 4892,544C,617E,781B,8660,8773,9431 | 028C,2505,4085,4839,545C,7598,8660,9236 |
| ARKANSAS | 3882,3926,608E,7271,7805,7848 | 132C,1455,2790,3446,7408,7656 | 132C,1455,168E,2790,872C |
| CALIFORNIA | 2679,3882 | 5243,793B | 4733 |
| FLORIDA | 2679,4907,7062,7452,7598,7789,7848,8659,8672,8772,8863 | 2004,388A,4892,685A,818A,8773,9432 | 146F,204B,2505,4085,4151,4227,7452,7598,8660,8692,8773,8863 |
| GEORGIA | 2048,2679,3882,400B,4907,7001,7848,8659,8772,8863 | 105C,3747,399B,417G,7002,8773,9433,9438 | 0086,1552,205B,2911,3747,4085,4893,725D,8355,856A,8660,8773 |
| ILLINOIS | 062C,2679,3882,3926,7393,7781,7848,7859,8683 | 058C,3377,447B,481B,7393,7765,784A,797B | 0067,3377,447B,4717,481B,5784,704A,7393,7765 |
| INDIANA | 062C,3882,3926,6158,7781,7848 | 059C,1233,3292,6158,8934 | 1233,3292,5785,6158,615C,705A,8934 |
| KANSAS | 3882,3926,7271,7805 | 1042,1196,4780,7411 | 1042,1196,4780,7411 |
| KENTUCKY | 400B,4907,7452,7848,8659,8672,8772,8863 | 2466,483C,4892,784B,8660,8773,9432,9434 | 204B,2466,2505,3495,3756,480C,687B,8660,8934 |

| | | | |
|-------------------|--|-----------------------------------|---|
| LOUISIANA | 400B,4907,7452,7598,8659,8672, 8772,8863 | 0890,3807,4892,687C, 8660,9435 | 0890,0893,201F,204B,2505,4085,686C, 7598,8660,3807 |
| MICHIGAN | 062C,3882,7271,7781,7848,8683 | 0265,0975,1200,409D, 639B | 0975,1200,125E,410D,639B,7701 |
| MISSISSIPPI | 7452,8772,8863 | 4892,622A,8773 | 3099,5463,8356 |
| MISSOURI | 3882,3926,7271,7805 | 1198,1254,4891,7407 | 1198,1254,318E,4891,7407 |
| NEVADA | 3882 | 1197 | 1197 |
| NORTH CAROLINA | 2679,4907,608E,7001,7062,7452, 7848,8659,8672,8772,8863 | 3451,416G,484C,4892, 8773,9437 | 184F,2505,3451,3833,4085,415G,481C, 7002,751B,7674,7970,8660 |
| OKLAHOMA | 3882,7271,7805 | 1194,3445,7410 | 1194,211F,7410 |
| SOUTH CAROLINA | 400B,4907,7062,7452,8659,8672, 8772,8863 | 4892,789B,8773,9432, 9438,954C | 186F,2505,4085,5464,8660,8693,953C |
| TENNESSEE | 400B,7452,7848,8772,8863,8659, 8672 | 4892,5514,790B,857C, 8773,9439 | 2466,351C,3633,8356,856C,8934,8660, 2505 |
| TEXAS | 180G,2679,3882 | 1600 | 0223,1600,180F,1997 |
| WISCONSIN | 062C,3882,7848,8683,7859,7781, 8383 | 061C,197B,553B,5824, 7767,5696 | 197B,553B,5787,5824,746E,7767 |

| Description | ACNA Code(s) |
|-------------|--|
| ACNA(s) | UHC,SAU,DES,FDW,NSC,SDQ,PYP,NKH,OLP,LDM,KDL,WSJ,TVN,IOR,SGY,GBU,PUA,EDT, LWK, EXE,NLG,LMI,OSC,OCB,MGL,PHG,KCL,PSA |

AMENDMENT TO THE AGREEMENT BETWEEN

KENTUCKY DATA LINK, INC.; LDMI TELECOMMUNICATIONS, INC; MCLEODUSA
TELECOMMUNICATIONS SERVICES, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES,
LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS
SERVICES; NETWORK TELEPHONE, LLC; PAETEC COMMUNICATIONS INC; PAETEC
COMMUNICATIONS, LLC; TALK AMERICA INC.; TALK AMERICA, LLC; TALK AMERICA, LLC
D/B/A WINDSTREAM; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; THE
OTHER PHONE COMPANY, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC;
US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH
CAROLINA, LLC; US LEC OF SOUTH CAROLINA, LLC; US LEC OF TENNESSEE, LLC;
WINDSTREAM KDL, INC.; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, INC.;
WINDSTREAM NORLIGHT, LLC; WINDSTREAM NUVOX, LLC; WINDSTREAM NUVOX
ARKANSAS, INC.; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC;
WINDSTRAM NUVOX KANSAS, INC.; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM
COMMUNICATIONS, INC.; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM
COMMUNICATIONS TELECOM, L.P.; WINDSTREAM NTI, LLC;

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/
A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL
TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CARRIER has changed its legal name and wishes to reflect that name change as set forth herein, and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreements as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from the CARRIER's Previous Legal Name to CARRIER's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes

to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s) that its ACNA and OCN for these accounts have not changed from those previously used by CARRIER with AT&T as a result of said name change and that CARRIER is both entitled and authorized by the appropriate issuing authority to use those Company Code(s) (ACNA/CIC/OCN).

4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Upon mutual agreement, and by way of example only, such operation may include, CARRIER submitting orders under CARRIER's New Legal Name, and making reasonable efforts to change labeling (including re-labeling equipment and facilities with CARRIER's New Legal Name. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. **Intercarrier Compensation**
 - 5.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

| AT&T ILEC ("AT&T") | CARRIER | CARRIER New Legal Name | Contract Type | Approval Date |
|--|---------------------------------|--------------------------------|---------------------------|----------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 04/06/2010 |
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Windstream Norlight, Inc. | Windstream Norlight, LLC | Interconnection Agreement | 08/05/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Windstream NuVox, LLC | | Interconnection Agreement | 08/17/2010 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Windstream Communications, Inc. | Windstream Communications, LLC | Interconnection Agreement | 05/05/2006 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 04/03/2006 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Windstream Norlight, Inc. | Windstream Norlight, LLC | Interconnection Agreement | 08/07/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Windstream NuVox Arkansas, Inc. | Windstream NuVox Arkansas, LLC | Interconnection Agreement | 03/05/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 11/20/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Windstream Norlight, LLC | | Interconnection Agreement | 06/23/2004 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Windstream NuVox, LLC | | Interconnection Agreement | 06/05/2006 |
| BellSouth Telecommunications, LLC | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection | 09/20/2007 |

| AT&T ILEC ("AT&T") | CARRIER | CARRIER New Legal Name | Contract Type | Approval Date |
|---|-----------------------------------|------------------------------|---------------------------|---------------|
| d/b/a AT&T GEORGIA | | | Agreement | |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | Windstream Norlight, Inc. | Windstream Norlight, LLC | Interconnection Agreement | 03/16/2004 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | Windstream NuVox, LLC | | Interconnection Agreement | 09/07/2010 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Windstream KDL, LLC | | Interconnection Agreement | 05/07/2003 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Windstream Norlight, LLC | | Interconnection Agreement | 12/03/2003 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Windstream NTI, LLC | | Interconnection Agreement | 03/09/2005 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Windstream NuVox Illinois, LLC | | Interconnection Agreement | 09/22/2010 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Windstream KDL, LLC | | Interconnection Agreement | 02/21/2003 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Windstream Norlight, LLC | | Interconnection Agreement | 02/09/2001 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Windstream NTI, LLC | | Interconnection Agreement | 02/18/2005 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Windstream NuVox Indiana, LLC | | Interconnection Agreement | 09/02/2010 |
| Southwestern Bell Telephone Company d/b/a AT&T KANSAS | Windstream NuVox Kansas, Inc. | Windstream NuVox Kansas, LLC | Interconnection Agreement | 09/14/2005 |

| AT&T ILEC ("AT&T") | CARRIER | CARRIER New Legal Name | Contract Type | Approval Date |
|--|------------------------------------|--------------------------------|---------------------------|---------------|
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 07/03/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Windstream Norlight, LLC | | Interconnection Agreement | 04/21/2003 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Windstream NuVox, LLC | | Interconnection Agreement | 02/18/2010 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 09/25/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Windstream NuVox, LLC | | Interconnection Agreement | 10/21/2010 |
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | Windstream KDL, LLC | | Interconnection Agreement | 05/22/2007 |
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | Windstream Norlight, LLC | | Interconnection Agreement | 07/22/2004 |
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | Windstream NTI, LLC | | Interconnection Agreement | 01/25/2005 |
| Southwestern Bell Telephone Company d/b/a AT&T MISSOURI | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 03/26/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T MISSOURI | Windstream NuVox Missouri, Inc. | Windstream NuVox Missouri, LLC | Interconnection Agreement | 08/12/2005 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Windstream Communications, LLC | | Interconnection Agreement | 07/27/2007 |

| AT&T ILEC ("AT&T") | CARRIER | CARRIER New Legal Name | Contract Type | Approval Date |
|--|--|--|---------------------------|----------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 08/31/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Windstream Norlight, Inc. | Windstream Norlight, LLC | Interconnection Agreement | 02/19/2004 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Windstream NuVox, LLC | | Interconnection Agreement | 08/15/2006 |
| Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 07/07/2009 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 11/05/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Windstream NuVox, LLC | | Interconnection Agreement | 12/17/2009 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Kentucky Data Link, Inc. | Windstream KDL, LLC | Interconnection Agreement | 08/24/2009 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Windstream NuVox, LLC | | Interconnection Agreement | 12/14/2009 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | Windstream Communications Telecom, L.P. | Windstream Communications Telecom, LLC | Interconnection Agreement | 09/16/2005 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | Windstream KDL, Inc. | Windstream KDL, LLC | Interconnection Agreement | 09/19/2008 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Windstream KDL, LLC | | Interconnection Agreement | 11/27/2007 |

| AT&T ILEC ("AT&T") | CARRIER | CARRIER New Legal Name | Contract Type | Approval Date |
|---|--------------------------|------------------------|---------------------------|---------------|
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Windstream Norlight, LLC | | Interconnection Agreement | 05/08/2008 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Windstream NTI, LLC | | Interconnection Agreement | 02/04/2010 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|---|------------------------------------|-------------------------------|---------------------------|----------------------|
| Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA | PaeTec Communications Inc | PaeTec Communications LLC | Interconnection Agreement | 05/27/2009 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | PAETEC Communications, LLC | | Interconnection Agreement | 11/30/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | PAETEC Communications, LLC | | Interconnection Agreement | 11/14/2006 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | PaeTec Communications, LLC | | Interconnection Agreement | 09/22/2010 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | PAETEC Communications, Inc. | PaeTec Communications LLC | Interconnection Agreement | 09/05/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | PAETEC Communications, LLC | | Interconnection Agreement | 10/30/2006 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | PaeTec Communications Inc | PaeTec Communications LLC | Interconnection Agreement | 05/13/2009 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|--|---|---|---------------------------|---------------|
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | McLeodUSA Telecommunications Services, Inc. | McLeodUSA Telecommunications Services, LLC | Interconnection Agreement | 04/03/2006 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services | | Interconnection Agreement | 09/22/2010 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services | | Interconnection Agreement | 05/08/2002 |
| Southwestern Bell Telephone Company d/b/a AT&T KANSAS | McLeodUSA Telecommunications Services, Inc. | McLeodUSA Telecommunications Services, LLC | Interconnection Agreement | 10/26/2005 |
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | McLeodUSA Telecommunications Services, LLC | | Interconnection Agreement | 05/01/2002 |
| Southwestern Bell Telephone Company d/b/a AT&T MISSOURI | McLeodUSA Telecommunications Services, Inc. | McLeodUSA Telecommunications Services, LLC | Interconnection Agreement | 08/29/2005 |
| Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA | McLeodUSA Telecommunications Services, Inc. | McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services | Interconnection Agreement | 05/05/2010 |
| Wisconsin Bell, Inc. d/b/a AT&T | McLeodUSA Telecommunications | | Interconnection | 10/24/2002 |

| AT&T ILEC (“AT&T”) | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|--------------------|-----------------------------|------------------------|---------------|---------------|
| WISCONSIN | Services, LLC | | Agreement | |

| AT&T ILEC (“AT&T”) | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|--|---------------------------------|------------------------------|------------------------------|---------------|
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | LDMI Telecommunications, Inc | LDMI Telecommunications, LLC | Interconnection Agreement | 10/22/2003 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | LDMI Telecommunications, Inc | LDMI Telecommunications, LLC | Interconnection Agreement | 06/09/2003 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|---|--|--|---------------------------|----------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Talk America, LLC | | Interconnection Agreement | 06/18/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 04/03/2006 |
| Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA | Talk America Inc. | Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a PaeTec Business Services | Interconnection Agreement | 03/23/2010 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Talk America, LLC d/b/a Windstream Talk America, LLC | | Interconnection Agreement | 08/09/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | Talk America, LLC | | Interconnection Agreement | 01/07/2008 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Talk America LLC | | Interconnection Agreement | 01/31/2001 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | Talk America LLC | | Interconnection Agreement | 02/19/2010 |
| Southwestern Bell Telephone Company d/b/a AT&T KANSAS | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 10/24/2005 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Talk America, LLC | | Interconnection Agreement | 05/23/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Talk America, LLC | | Interconnection Agreement | 06/29/2007 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|--|--|-------------------------------|---------------------------|----------------------|
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | Talk America, LLC and LDMI Telecommunications, LLC | | Interconnection Agreement | 11/12/2009 |
| BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI | Talk America, LLC | | Interconnection Agreement | 08/01/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T MISSOURI | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 10/24/2005 |
| Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 12/28/2000 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Talk America, LLC | | Interconnection Agreement | 08/31/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 01/24/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Talk America, LLC | | Interconnection Agreement | 08/28/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Talk America, LLC | | Interconnection Agreement | 10/08/2007 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | Talk America Inc. | Talk America, LLC | Interconnection Agreement | 09/16/2005 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Talk America, LLC | | Interconnection Agreement | 01/22/2010 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Approval Date |
|---|--------------------------------------|-------------------------------|---------------------------|----------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | US LEC of Alabama, LLC | | Interconnection Agreement | 08/08/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | US LEC of Florida, LLC | | Interconnection Agreement | 12/28/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | US LEC of Georgia, LLC (Delaware) | | Interconnection Agreement | 09/12/2006 |
| Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA | US LEC Communications, LLC | | Interconnection Agreement | 06/18/2009 |
| Southwestern Bell Telephone Company d/b/a AT&T KENTUCKY | US LEC of Tennessee, LLC | | Interconnection Agreement | 07/25/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | US LEC Communications, LLC | | Interconnection Agreement | 10/28/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI | US LEC of Tennessee, LLC | | Interconnection Agreement | 08/29/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | US LEC of North Carolina, LLC | | Interconnection Agreement | 09/22/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | US LEC of South Carolina, LLC | | Interconnection Agreement | 11/09/2006 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | US LEC of Tennessee, LLC | | Interconnection Agreement | 08/07/2006 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Dated |
|--|------------------------------------|-------------------------------|---------------------------|--------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Network Telephone, LLC | | Interconnection Agreement | 04/26/2007 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | CARRIER New Legal Name | Contract Type | Dated |
|--|---------------------------------|------------------------|------------------------------|------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | The Other Phone Company, LLC | | Interconnection Agreement | 04/26/2007 |

Pricing Sheet
Exhibit B

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non- Recurring Charge (NRC) First | Non- Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|----------|
| 2MR-AT | KS | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION | Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU | | ZZUR2 | | \$0.00 | NA | NA | MOU |
| 2MR-AT | KS | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION | Optional EAS Transport and Termination per MOU | | ZZUR2 | | \$0.00 | NA | NA | MOU |

**BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)
Southwestern Bell Telephone, L.P. for)
Approval of Interconnection Agreement) Docket No. 06-SWBT-419-IAT
Under the Telecommunications Act of)
1996 With Talk America, Inc.)

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 26th day of March 2018, Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, personally appeared before me, the undersigned authority, and upon being duly sworn on oath, deposed and said the following:

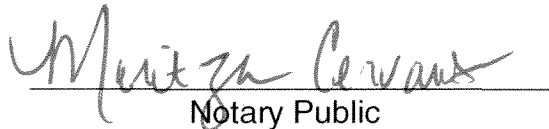
1. My name is Richard T. Howell. I am over the age of 21; I am of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning both the Interconnection Agreement ("the Agreement") between AT&T Kansas and Talk America, LLC formerly Talk America, Inc. that was approved by the Commission on October 24, 2005 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment implements the FCC's ICC Order and changes name from Talk America, Inc. to Talk America, LLC in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.
4. The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.

5. This amendment to the Agreement does not discriminate against any telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed amendment to the Agreement is consistent with Kansas law.



Richard T. Howell

Subscribed and sworn to before me this 26th day of March 2018.



Notary Public

My Commission Expires: 3/29/20

